

[REDACTED]

If the land used for nutrient disposal is no longer compatible with sound environmental management and agronomy practices, **Grower** shall be obligated to apply nutrients to other compatible land. **Grower** will conduct soil tests prior to application of nutrients. **Grower** acknowledges responsibility to perform certain environmental tests and preventative measures. If **Murphy** becomes aware that **Grower** is not in compliance with these environmental requirements, **Murphy** may perform these duties for **Grower** and deduct the cost of such services from **Grower's Contract** payments.

- I. Provide and maintain a private water source for the benefit of said hog confinement facility including all rights of access. In the event the private water source is not immediately adjacent to the facility the **Grower** shall guarantee such access and use for a period of not less than the term of the **Contract**. This guarantee shall include obtaining all necessary written agreements to provide for such access and easement for use of a private water source.
- J. Provide and maintain electrical power to said hog confinement facility including all rights of access and easement for use of said electrical power for a period of not less than the term of the **Contract**.
- K. Provide and maintain security to limit and reduce problems associated with theft, fire, disease and loss of pigs. This shall include but not be limited to locked entrance gates, locked buildings, security lights and such other requests made by **Murphy**.
- L. Dispose of all dead animals in compliance with any and all Federal, State and local laws and ordinances. **Grower** will dispose of dead animals through a rendering company. If rendering service is not available and **Grower** buries dead animals, soil tests may be required to ensure regulatory compliance.
- M. Maintain all service and access roads in a reasonable condition that will enable all service vehicles to operate upon said roadways and service entrances without causing damage to said vehicles or causing them to be stuck or non-operable because of adverse road conditions. In the event any of said vehicles should require the services of a wrecker as a result of the deteriorated condition of any road or service area, **Grower** agrees to pay any and all such wrecker bills.
- N. Furnish a certificate of insurance annually to **Murphy** evidencing coverage for general liability insurance, providing both premises operations and products-completed operations, with a minimum of \$1,000,000 combined single limits per occurrence for bodily injury and property damage. Such liability coverage must specifically insure the **Grower** while performing the duties of the **Contract** and specify **Murphy** as an additional insured on the insurance policy.

Grower shall maintain property insurance replacement cost coverage for each finishing building (minimum \$120,000 per building) and the facilities office (minimum \$10,000). A grower facility with a Slurrystore tank shall maintain replacement cost coverage for the tank (minimum \$150,000). Such policy will reflect cause of loss to be special or equivalent. Property insurance coverage shall include a builders risk endorsement while finishing facilities are under construction.